IN THE COURT OF APPEALS
STATE OF ARIZONA
DIVISION TWO

KUMIKO CUTHBERTSON, Petitioner/Appellee, v. RONALD DEAN CUTHBERTSON, Respondent/Appellant.	)	2 CA-CV 2007-0032 DEPARTMENT A MEMORANDUM DECISION Not for Publication Rule 28, Rules of Civil Appellate Procedure

APPEAL FROM THE SUPERIOR COURT OF PIMA COUNTY

Cause No. D20052145

Honorable Karen S. Adam, Judge Pro Tempore

AFFIRMED

Law Office of Sarah Wright, PLLC
By Sarah Lynn Wright — Tucson
Attorney for Petitioner/Appellee

Ronald Cuthbertson — Tucson
In Propria Persona

P E L A N D E R, Chief Judge.

¶1 In this domestic relations action, appellant Ronald Cuthbertson appeals from the trial court's grant of an annulment. He argues the trial court lacked any legal ground to

annul his marriage to appellee Kumiko Cuthbertson, violated his equal protection and due process rights, wrongfully denied his reasonable-accommodations request, was biased, and erroneously awarded attorney fees to Kumiko. Finding no error, we affirm.

Background

¶2 "We view the evidence in the light most favorable to sustaining the trial court's findings . . . ." *Gutierrez v. Gutierrez*, 193 Ariz. 343, ¶ 5, 972 P.2d 676, 679 (App. 1998). Ronald and Kumiko met through an internet site in 1996 and then corresponded extensively by electronic mail before meeting in person in March 1997. At that time, Kumiko did not speak English and used a "dictionary [to] find out what [Ronald] meant" in his messages. Ronald subsequently moved to Japan, where the couple lived together for seventeen months before marrying there in 1999. According to Kumiko, before the marriage Ronald had told her "he was about to publish a book or open . . . [a] business" and would earn "[m]ore than one million dollar[s]." The parties later moved to Tucson where they were married again "approximately 18 or 19 months" after their first marriage.

¶3 In June 2005, Kumiko filed a "[p]etition for annulment or, in the alternative, . . . for dissolution of marriage." She alleged that Ronald had "represented . . . that he was capable of financially supporting himself" when he was not and had "defrauded her and induced her into marrying him under false pretenses" so that she would "fully financially support him." After a bench trial, the trial court granted an annulment, finding "the marriage

was void at its inception, because [Ronald] clearly had intended to marry [Kumiko] solely to have access to her considerable asse[]ts."[1] This appeal followed.

Discussion

I. Grounds for annulment

¶4 Ronald first argues the trial court, in "a blatant attempt . . . to deprive [him] of his Statutory rights to community property," "granted an annulment of a legal and valid marriage without finding a legal basis." He also contends the court's findings of fact "are untrue and not supported by substantial evidence." We review the trial court's factual findings to "determine whether there was evidence that reasonably supports [those] findings" and review for an abuse of discretion its division of the parties' property. *Gutierrez*, 193 Ariz. 343, ¶ 5, 972 P.2d at 679. But we review de novo the interpretation and proper application of Arizona's annulment statute, A.R.S. § 25-301. *See City of Tucson v. Pima County*, 190 Ariz. 385, 386, 949 P.2d 38, 39 (App. 1997).

¶5 Ronald contends the trial court "failed to state a valid reason which would constitute an impediment rendering the marriage void at its inception." In several arguments that he does not properly develop, *see* Ariz. R. Civ. App. P. 13(a)(6), he also maintains

[1]Kumiko argues we cannot consider Ronald's "statements relating to events that occurred during the [bench trial]" because he "failed to provide this Court with the Trial Transcript of the proceedings." But the record does include the transcripts as exhibits attached to Kumiko's written closing argument filed below. Therefore, we deny Kumiko's request to "strike the entire 'Background' section of [Ronald's] Opening Brief" on that ground.

"[t]he marriage is/was valid under Arizona Law" and, therefore, "[a]n annulment is totally irresponsible in this marriage and a divorce must be granted."[2] We disagree.

¶6 Section 25-301, provides that "[s]uperior courts may dissolve a marriage, and may adjudge a marriage to be null and void when the cause alleged constitutes an impediment rendering the marriage void." *See also Means v. Indus. Comm'n*, 110 Ariz. 72, 74, 515 P.2d 29, 31 (1973) ("A marriage may be annulled when the false representation or concealment is such that the fundamental purpose of the injured party in entering into the marriage is defeated."). Division One of this court has stated that "false representation[s] of love and affection . . . coupled with a fraudulent intent to deprive [the other party] of her property" were sufficient grounds "to form the basis of an annulment under the standards enunciated by our Supreme Court in *Means*." *Jackson v. Indus. Comm'n*, 122 Ariz. 4, 6, 592 P.2d 1270, 1272 (App. 1978), *vacated in part on other grounds by Jackson v. Indus. Comm'n*, 121 Ariz. 602, 592 P.2d 1258 (1979).

¶7 The trial court found Ronald "clearly had intended to marry [Kumiko] solely to have access to her considerable asse[]ts." The record adequately supports that finding.

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[2]We note that Ronald moved in this court "to suspend [the] requirements and procedures" of the Arizona Rules of Civil Appellate Procedure (ARCAP) "in the furtherance of justice." That motion related to Ronald's ability to follow this court's procedural requirements for filing of briefs and requested that we "accept his BRIEF" despite his procedural failures. We granted that motion and accepted his brief. But the motion did not encompass, nor did we suspend, the ARCAP requirements concerning the substantive content of briefs. Therefore, we apply those rules in keeping with the general principle that an unrepresented party "is entitled to no more consideration from the court than a party represented by counsel, and is held to the same standards expected of a lawyer." *Kelly v. NationsBanc Mortgage Corp.*, 199 Ariz. 284, ¶ 16, 17 P.3d 790, 793 (App. 2000).

Kumiko testified that, "from the very beginning, [Ronald] never loved [her]," but rather, "just loved [her] business and the money." And, as the trial court also pointed out, Ronald's "entire pattern of deception," including lying to Kumiko about his financial prospects, lying about his previous marital history, and his continued cross-dressing despite his promise to Kumiko before the marriage to desist, supports the court's finding that Ronald married Kumiko with the sole, fraudulent intent to gain access to her money. *See Jackson*, 122 Ariz. at 6, 592 P.2d at 1272. In sum, the record reflects sufficient legal grounds for an annulment. *Id.; see also Shonfeld v. Shonfeld*, 184 N.E. 60, 61 (N.Y. 1933) ("Any fraud is adequate which is 'material, to that degree that, had it not been practiced, the party deceived would not have consented to the marriage' and is 'of such a nature as to deceive an ordinarily prudent person.'"), *quoting Di Lorenzo v. Di Lorenzo*, 67 N.E. 63, 64-65 (N.Y. 1903); *Haacke v. Glenn*, 814 P.2d 1157, 1158 (Utah Ct. App. 1991) ("In determining fraud, courts have adopted a subjective standard and have considered the facts of the particular marriage.").[3]

¶8 In somewhat contradictory arguments, however, Ronald maintains that the "Finding of Facts in the January 8, 2007 RULING . . . are untrue and not supported by substantial evidence" and that the trial court "made no specific findings of fact." First, we

[3]Ronald also claims "laches [sh]ould apply because [Kumiko] had adequate advance knowledge of [his] financial situation." That argument, however, is not adequately developed, *see* Ariz. R. Civ. App. P. 13(a)(6), and also is waived because Ronald did not raise it below. *See Orfaly v. Tucson Symphony Soc'y*, 209 Ariz. 260, ¶ 15, 99 P.3d 1030, 1035 (App. 2004) ("[A]rguments raised for first time on appeal are untimely and, therefore, deemed waived.").

note that Ronald did not object below to the court's findings of fact as insufficiently specific and, therefore, has waived that argument. *See Elliott v. Elliott*, 165 Ariz. 128, 134, 796 P.2d 930, 936 (App. 1990) ("A litigant must object to inadequate findings of fact and conclusions of law at the trial court level so that the court will have an opportunity to correct them."); *see also Banales v. Smith*, 200 Ariz. 419, ¶¶ 5-8, 26 P.3d 1190, 1191 (App. 2001). Second, the trial court did include rather extensive findings of fact in its ruling. Because Ronald also argues many of the court's findings are not supported by the evidence, however, we address in turn each challenged finding. As explained below, we find sufficient evidentiary support for each.

¶9 The trial court found Kumiko "spoke little or no English until she had lived in the United States for a period of time, and she still required the services of an interpreter during the[] proceedings." Kumiko testified that she "did not speak English" when she met Ronald online. Likewise, she testified that she "could not speak or read English fluently" at the closing of her first home purchase in 2000 and was "probably 60 percent" fluent when she closed the purchase of her second home in 2003. In addition, an interpreter was present and assisted Kumiko at trial.

¶10 The trial court also found that Ronald had told Kumiko "he had been married twice before" when, in fact, "he had been married four times before," once to a prostitute. Kumiko testified that Ronald had told her he had only been married "twice before [her]." And Ronald admitted he had not told Kumiko he had in fact been married four times before to three different women.

¶11 Additionally, the trial court found Ronald "was a cross-dresser" but had "promised to stop" before the marriage. Kumiko testified that she had known before the parties married that "he sometimes dressed as a woman." But she also testified he had told her he would quit cross-dressing after they married. The court also found "[t]he couple [had] never engaged in normal sexual relations during the marriage, and had not had those relations for several years prior to the filing of the petition for annulment/dissolution." Kumiko testified the parties had not had "sexual relations as [she] had anticipated that [they] would prior to the marriage." And, although they apparently had had some sexual relations, they had not done so in "[s]everal years."

¶12 With respect to Kumiko's finances, the trial court found that, before the marriage, she had had "approximately $300,000.00 in Japanese accounts which she planned to use for her retirement." Kumiko testified to that fact and also averred to it in an affidavit supported by Japanese bank records and documents related to her purchase of the first home. The court found Kumiko had also "received approximately $340,000.00 from the sale of [her] company." Kumiko averred to the amount she had received from the sale and supported her affidavit with bank statements showing corresponding deposits. The company's accountant and chief executive officer also averred to that amount. The court further found Kumiko had been receiving $72,000 a year in salary. She averred to that post-retirement income amount and testified to it at trial as well.

¶13 The trial court found that Ronald, in contrast, had "never told [Kumiko] about his extensive work history, some of which included questionable business practices such as

filing false insurance claims" and "holding himself out as an attorney." At trial, Ronald admitted having used a signature that listed him as "Ronald D. Cuthbertson, esquire" although he was not an attorney. Kumiko also introduced an exhibit containing letters written by or to Ronald about an injury claim made to a hotel on behalf of someone else. The exhibit also included a letter asking Ronald to "make up a letter head" for someone. And, in any event, these facts did not form the grounds for annulment and are, therefore, somewhat inconsequential to the trial court's legal ruling.

¶14 With respect to the homes the couple had lived in, the trial court found Kumiko had purchased them with her separate funds, intending them to be her separate property. Kumiko testified to those facts and provided affidavits with attached bank records and closing documents that also supported her position.[4]

¶15 The trial court also found that Ronald had "used more than $173,000.00 of [Kumiko's] sole and separate property funds without her permission." Several exhibits and affidavits by Kumiko supported this finding, showing sums of money Ronald had taken from Kumiko's accounts without explanation. Although Ronald defends his use of Kumiko's funds on the ground that he "had the right to use community funds," no community existed

[4]Ronald also maintains Arizona community property law, A.R.S. § 25-211, required Kumiko to "produce[] . . . documents . . . to establish that the money used for the purchase of the . . . property was 'sole and separate.'" But, "where there was no valid marriage of appellant to appellee, there can be no acquisition of property rights based on their marital status." *Cross v. Cross*, 94 Ariz. 28, 31, 381 P.2d 573, 575 (1963). Therefore, § 25-211 does not apply here.

because the marriage was properly annulled. *See Cross v. Cross*, 94 Ariz. 28, 31, 381 P.2d 573, 575 (1963).

¶16 Last, although Ronald sought "an award of spousal maintenance based on his alleged inability to support himself," the trial court found that he was "very well educated" and had an "extensive" work history, including "operat[ing] several businesses as an entrepreneur." Ronald testified he had been the president of a company named Endmark and senior vice-president of another company named Borad. He also testified to holding a master's degree with honors in education. A document showing his "post-high school formal education" reflected not only that degree but also his participation in a master's program at the University of Southern California, education in Mandarin Chinese, and training with the Internal Revenue Service (IRS). A written overview of his "business enterprises" and "work experience," also admitted as an exhibit at trial, showed time spent working for the IRS, American Buyer's Research Service, Superior Electronics Corporation, Lockheed, Pinnacle Technologies, and several other companies.

¶17 Thus, the record contains substantial evidence to support the trial court's factual findings on Ronald's education and work experience.[5] Ronald argues he "never

[5]To the extent Ronald's argument on this point challenges the trial court's denial of his request for spousal maintenance, we note that such an award is not available after an annulment. *See Hodges v. Hodges*, 118 Ariz. 572, 576, 578 P.2d 1001, 1005 (App. 1978) (stating in discussing reinstatement of support from first marriage, which ended in dissolution, that "support [wa]s unavailable" from second marriage, which ended in annulment).

successfully profited from his activities," but that does not undermine the trial court's finding that he had an extensive work history and considerable education.

¶18 On each of these points, however, Ronald contends the evidence on which the trial court's findings rest is untrue, and he argues in support of contrary findings. But even if other, properly admitted evidence arguably might have supported different findings in his favor, contradictory evidence merely creates questions of fact for the trial court to resolve. It is not our role to reweigh the evidence presented at trial. *See Whittemore v. Amator*, 148 Ariz. 173, 175, 713 P.2d 1231, 1233 (1986) ("On appeal, an appellate court should not weigh conflicting evidence."). Despite Ronald's protests that "[t]he record is based only on [Kumiko's] allegations," her testimony and averments, once credited by the trial court, are competent evidence on which the court could base its findings. *Cf.* Ariz. R. Evid. 601, 603 (all persons competent to be witnesses, and witnesses must give oath or affirmation to testify truthfully). In sum, the record contains ample evidence to support the court's factual findings, and the court did not err in granting an annulment based on those facts. *See Jackson*, 122 Ariz. at 6, 592 P.2d at 1272.

II. Due process and equal protection claims

¶19 In a somewhat vague and confusing argument, Ronald next contends the trial court denied him his rights to equal protection and due process of law. Without citing the record or any authority, *see* Ariz. R. Civ. App. P. 13(a)(6), he maintains the court violated those rights by "exhibit[ing] mannerisms that afford[ed] deference to one party and not to the other" and by "attempt[ing] to coerce one side into acquiescence of accepting

transgressions of his Constitutional and Statutory and Procedural rights." As noted earlier, he also alleges the court's "[g]ranting [of] an annulment . . . is a blatant attempt by [the trial court] to deprive male Appellant of his Statutory rights to community property." "We review constitutional claims de novo." *Emmett McLoughlin Realty, Inc. v. Pima County*, 212 Ariz. 351, ¶ 16, 132 P.3d 290, 294 (App. 2006).

¶20 First, as Kumiko points out, "it is unclear what [Ronald's] argument is with respect to his due process and equal protection rights." He does not specify the instances of "leeway" and "deference" allegedly shown toward her to which he is apparently referring, and our review of the record does not reveal any. Likewise, he fails to support his suggestion that the trial court violated his due process rights by granting an annulment, which he claims deprived him of community property rights. *See id.* In any event, as explained above, the court did not err in granting an annulment under Arizona law. *See Jackson*, 122 Ariz. at 6, 592 P.2d at 1272.

¶21 To the extent Ronald's argument challenges the trial court's allotment of time to the parties during trial, its rulings on the exclusion or admission of evidence, or its ruling on Ronald's attorney's motion to withdraw, we review such claims for an abuse of discretion. *See Brown v. U.S. Fid. & Guar. Co.*, 194 Ariz. 85, ¶ 29, 977 P.2d 807, 812 (App. 1998) ("Trial courts have the discretion to impose time limits on trial proceedings."); *Zuern v. Ford Motor Co.*, 188 Ariz. 486, 488, 937 P.2d 676, 678 (App. 1996) (trial court's evidentiary decisions reviewed for abuse of discretion and resulting prejudice); *State v. Sustaita*, 183 Ariz. 240, 241, 902 P.2d 1344, 1345 (App. 1995) ("Decisions on motions to

withdraw are left to the discretion of the trial court and will not be overturned absent an abuse of that discretion."). On each of these issues, the trial court acted within its discretion. In sum, we have no basis for finding any violation of Ronald's equal protection or due process rights.

III. Reasonable accommodation

¶22 Ronald also argues the trial court failed to provide him his federal-law rights as a disabled person by "arbitrarily and capriciously den[ying] a request for reasonable accommodation." Before trial, Ronald asked the court to "permit his brother to state [his] questions, replies, or other such discourse as may be requested by [him] during Hearings, Trials, or other types of meetings." He also asked that all future hearings, trials, or meetings be scheduled for the afternoon. The court did provide Ronald with some accommodation. Although his brother never appeared, the court said it would allow him to "sit at the [counsel] table with [Ronald]." And, after Ronald objected to a morning schedule on the first day of trial, the second day was held in the afternoon.

¶23 Again Ronald fails to cite any authority to support his argument. *See* Ariz. R. Civ. App. P. 13(a)(6). Likewise, as Kumiko points out, "[Ronald] failed to provide the trial court with any documentation supporting his claim that he is disabled or that his alleged disability necessitate[d] an accommodation." Indeed, Ronald failed to produce any evidence that he was a "qualified individual with a disability," or that he would be "excluded from

participation" in his trial absent the requested accommodation.[6] 42 U.S.C. § 12132 ("[N]o qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity."); *see also* 42 U.S.C. § 12131 ("The term 'qualified individual with a disability' means an individual with a disability.").

¶24 Moreover, the trial court could not have granted Ronald's request for his brother to speak on his behalf because that would have violated Rule 31, Ariz. R. Sup. Ct., which bars the "unauthorized practice of law" in Arizona. The practice of law includes "representing another in a judicial, quasi-judicial, or administrative proceeding, or other formal dispute resolution process such as arbitration and mediation." Ariz. R. Sup. Ct. 31(a)(2)(A)(3). Any such practice may only be undertaken by an "active member of the state bar." Ariz. R. Sup. Ct. 31(b). Because nothing in the record shows Ronald's brother is a member of the state bar, he was ineligible to represent Ronald in the proceedings. In

[6]Ronald argues the trial court "violated [his] Federal legal rights applicable to disabled persons by refusing to admit [his] Social Security Administration documents that showed the basis of their findings that [he] is totally and permanently disabled." But Ronald does not cite any authority requiring the trial court to admit those documents, nor did he make an offer of proof below to enable this court to determine if they should have been admitted. *See* Ariz. R. Evid. 103(a)(2). The record shows Ronald asked the trial court to admit the documents without allowing Kumiko access to them. The court did not abuse its discretion in refusing to admit the documents under that condition. *See Zuern v. Ford Motor Co.*, 188 Ariz. 486, 488, 937 P.2d 676, 678 (App. 1996) (evidentiary rulings within trial court's discretion); *cf.* Ariz. R. Fam. Law P. 51(D)(2) ("Any . . . evidence not timely disclosed shall not be permitted at trial except for good cause shown or upon written agreement of the parties.").

sum, the court did not err in its treatment of Ronald's request for reasonable accommodation.

IV. Alleged bias

¶25 Ronald also maintains the trial court "exhibited bias . . . and held [him, a] mentally disabled non-attorney[,] to the same standards as a[] licensed attorney while not holding [Kumiko] to the same standard." But the only alleged "bias" to which Ronald apparently points relates to the trial court's rulings and judicial acts that cannot serve as the basis of a claim of bias. *See Smith v. Smith*, 115 Ariz. 299, 303, 564 P.2d 1266, 1270 (App. 1977) ("[T]he bias and prejudice necessary to disqualify a judge must arise from an extra-judicial source and not from what the judge has done in his participation in the case."). The law is clear that a party who represents himself is bound to the same standards as a licensed attorney. *Kelly v. NationsBanc Mortgage Corp.*, 199 Ariz. 284, ¶ 16, 17 P.3d 790, 793 (App. 2000) (unrepresented party "is entitled to no more consideration from the court than a party represented by counsel, and is held to the same standards expected of a lawyer").

¶26 Ronald further contends the trial court "ordered [him] to sign documents attesting to certain things with which [it] knew full well that [he] could not sign with a clear consc[ience]" and thereby "effectively ordered [him] to perjure himself." Ronald does not tell us which documents those were or in what ways he felt he was "ordered . . . to perjure

himself" by signing them. We therefore decline to address this argument. *See* Ariz. R. Civ. App. P. 13(a)(6); *Brown*, 194 Ariz. 85, ¶ 50, 977 P.2d at 815.

¶27 According to Ronald, the trial court also demonstrated bias in "exclud[ing]" the "'facts' included in [his] CLOSING ARGUMENTS" and in not permitting him "to present evidence or witnesses in rebuttal." But, as the court noted, Ronald had failed to timely file a pretrial statement. As a sanction, the trial court stated that it "may preclude [him] from introducing any testimony or other evidence." Under Rule 76(C)(4), Ariz. R. Fam. Law P., if a party fails to "prepare the pre-trial statement, the court may impose any of the sanctions or penalties provided by these rules or any statute or authority of the court." Those sanctions include "an order refusing to allow the disobedient party to support or oppose designated claims or defenses or prohibiting that party from introducing designated matters in evidence." Ariz. R. Fam. Law P. 76(D)(1). Thus, the trial court acted within its authority in refusing to admit Ronald's proffered evidence.

¶28 Finally, Ronald argues he "did not have adequate time to prepare," which "result[ed in] a trial by ambush." The record, however, does not show that he ever requested a continuance in order to have more time to prepare for trial. The only continuance that he requested and the trial court denied concerned his reasonable-accommodation request. Additionally, trial occurred more than a year after Kumiko filed the petition and nearly five months after the parties filed their pretrial statements. Ronald has not shown why or how this amount of time was insufficient to prepare for trial.

V. Award of attorney fees

¶29 Ronald challenges the trial court's factual finding that Kumiko had "incurred significant attorney's fees and costs throughout the[] proceedings" and argues the award of $100,000 in attorney fees to Kumiko should be "[s]et aside." Before trial, the court warned Ronald that, due to his "eleventh hour" "challenge" to an attempted settlement, he might be held "responsible for all or part of [Kumiko's] fees and costs at trial, depending on the results." After trial, the court found that Kumiko's "sizeable attorney's fees and costs [we]re solely attributable to [Ronald's] unreasonable positions" and awarded her attorney fees pursuant to A.R.S. § 25-324. We review the award for an abuse of discretion and "'will not disturb the trial court's discretionary award of fees if there is any reasonable basis for it.'" *Orfaly v. Tucson Symphony Soc'y*, 209 Ariz. 260, ¶ 18, 99 P.3d 1030, 1035 (App. 2004), *quoting Hale v. Amphitheater Sch. Dist. No. 10*, 192 Ariz. 111, ¶ 20, 961 P.2d 1059, 1065 (App. 1998).

¶30 Section 25-324 provides that, "after considering the financial resources of both parties and the reasonableness of the positions each party has taken throughout the proceedings, [a trial court] may order a party to pay a reasonable amount to the other party for the costs and expenses of maintaining or defending any proceeding." The trial court made clear that it had considered the parties' financial resources as well as the reasonableness of their positions and found that Ronald should "pay a large part of [Kumiko's] attorney's fees and costs." Thus, contrary to Ronald's argument that "[t]he court failed to follow [§] 25-324 in not considering the factors enumerated therein," it is clear the court did consider the parties' resources and positions. On the record before us,

we cannot say the court abused its discretion. *See In re Marriage of Pownall*, 197 Ariz. 577, ¶ 26, 5 P.3d 911, 917 (App. 2000).

¶31 Ronald also alleges the "fees assessed against [him] are excessive, outrageous, and, perhaps fraudulent, as they, contain charges billed for individuals not a party to this cause." But Ronald fails to cite to any allegedly "fraudulent" charges in the record, and he failed to object to the detailed invoices provided with Kumiko's counsel's affidavit of attorney fees. The argument is therefore waived. *See* Ariz. R. Civ. App. P. 13(a)(6); *Pownall*, 197 Ariz. 577, ¶ 27, 5 P.3d at 917.

Disposition

¶32 The judgment of the trial court is affirmed. Finding that this appeal is without substantial justification and has unreasonably delayed the proceeding, we grant Kumiko's unopposed request for an award of reasonable attorney fees on appeal pursuant to A.R.S. § 12-349, upon her compliance with Rule 21(c), Ariz. R. Civ. App. P. *See Ziegelbauer v. Ziegelbauer*, 189 Ariz. 313, 318, 942 P.2d 472, 477 (App. 1997) (The "appeal was insufficiently supported by the law or the record. It unreasonably complicated [the action, and] . . . the appeal could not be said to have been taken in good faith given the maintenance of [Ronald's] position in light of the governing law.").

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JOHN PELANDER, Chief Judge

CONCURRING:

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JOSEPH W. HOWARD, Presiding Judge

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J. WILLIAM BRAMMER, JR., Judge